

BEFORE
THE PUBLIC SERVICE COMMISSION OF
SOUTH CAROLINA

DOCKET NO. 2022-54-T - ORDER NO. 2022-235

MAY 13, 2022

IN RE: Application of Soda City Movers, LLC, to)	ORDER APPROVING
Amend Tariff (Rate Increase), and Request)	TARIFF AMENDMENTS
for Waiver of Publication		

I. INTRODUCTION

This matter comes before the Public Service Commission of South Carolina (Commission) by the Application of Soda City Movers, LLC, (Soda City), seeking approval to amend its tariff. We approve the application as set forth in this order.

II. FACTS AND PROCEDURAL HISTORY

The Commission granted Soda City a Class E household goods certificate in 2013 when the Commission approved a request to change the name of America's Moving Services to Soda City Movers. *See* Order No. 2013-793.

Soda City filed the current application on February 1, 2022, and provided a summary of its proposed changes as follows:

SECTION 1.1

- Page 4 - Removed "peak rates". Rates will now be the same throughout the year.
- Page 4 - Increased all hourly rates and added weekend pricing for moves Friday - Sunday.

SECTION 1.2

- Page 5 – Added new zip codes and cities to our flat travel fee table for moves originating and delivering to addresses

within 40 miles of the Soda City Movers office location, plus increased the price for all zip code groups.

SECTION 2.0

- Page 6 – Removed “Gun” from “Gun Safe” to include all safes to be charged \$100 additional fee.
- Page 6 – Increased charge for upright pianos from \$100 to \$120.

As part of its application, Soda City provided the following justification for seeking rate increases:

The amended tariff proposes updated labor charges, updated travel fee charges, and adjustments to additional fees we charge. While we have held out as long as possible, due to increase in fuel, material, and labor costs, it is necessary for adjustments to be made to our pricing structure. We have seen over 20% increase in fuel costs, 25% increase in labor costs, and more than 30% (and counting) increase in our materials and equipment due to supply issues.

The South Carolina Office of Regulatory Staff (ORS), a party of record pursuant to Section 58-41-10(B) of the South Carolina Code of Laws (Supp. 2021), notified the Commission on February 2, 2022, Donna L. Rhaney, Esquire, would appear on behalf of ORS in this Docket.

On February 9, 2022, the Commission granted the request of Soda City to waive publication of the Notice of Filing in a newspaper. *See* Directive Order No. 2022-106.

On February 10, the Clerk’s Office of the Commission issued a Notice of Filing. The Notice required anyone interested in participating in the Docket as a party of record to file a petition to intervene by March 17, 2022. No person intervened.

On March 30, 2022, ORS filed a letter and an exhibit with the Commission indicating it had reviewed the application, conducted a compliance review, and found the company following Commission rules and regulations, in compliance with Annual Report and Gross Receipt filing requirements, and represented ORS had not received a consumer complaint about the company in the past year. The exhibit from ORS provided a tariff comparison of the approved and proposed rates.

On April 7, 2022, the Commission took action to approve the request of Soda City to amend its tariff.

III. LAW

The Commission is specifically authorized to regulate carriers of household goods, and to set their rates and charges: “[t]he commission must promulgate regulations necessary to control entry and certification standards, set rates and charges, and establish enforcement procedures and powers to govern the operations of carriers of household goods and hazardous waste for disposal.” S. C. Code Ann. § 58-23-590 (2015).

The Commission is authorized to fix or approve the rates charged by every South Carolina motor vehicle carrier: “[t]he commission shall regulate every motor carrier in this State and fix or approve the rates, fares, charges, classifications, and regulations pertaining to each motor carrier The rates once established remain in effect until such time when the commission determines the rates are unreasonable.” § 58-23-1010.

The commission shall make, fix, establish, or allow just and reasonable rates, fares, charges, classifications, and rules for all motor carriers subject to its rate jurisdiction.

As often as circumstances may require, the commission upon notice and hearing, if deemed necessary, from time to time may change or revise, or cause to be changed or revised, any rates, fares, charges, classifications, and rules of a carrier who operates under a Certificate of PC&N.

S.C. Code of State Regulations 103-191 (2012).

“Every rate made, demanded, or received by any motor carrier operating under a Certificate of PC&N . . . shall be just and reasonable.” Reg. 103-192. Once rates are approved, motor carriers are prohibited from charging more or less than the rates specified in lawful tariffs, schedules, or by specific Order of the Commission:

[N]o motor carrier operating under a Certificate of PC&N shall charge . . . a greater or lesser or different compensation for transportation, or for any service rendered, than the rates, fares, and charges specified in the lawfully applicable tariffs or schedules in effect from time to time.

S.C. Code Ann. Regs. 103-198.

Every motor carrier of property operating under a Certificate of PC&N and FWA shall provide safe and adequate service, equipment, and facilities for the transportation of property, and shall establish, observe, and enforce just and reasonable regulations and practices relating thereto and to the manner and method of presenting, marking, packing, and delivering property for transportation, the facilities for transportation, and all other matters relating to or connected with the transportation of property.

S.C. Code Ann. Regs. 103-195.

In the exercise of its power to prescribe just and reasonable rates for the transportation of passengers or property by common carriers operating under a Certificate of PC&N, the Commission may give due consideration, among other factors, to the need in the public interest of adequate and efficient transportation service by such carriers at the lowest cost consistent with the furnishing of such service and to the need of such carriers for revenues sufficient to enable them,

under economical and efficient management, to provide such service.

S.C. Code Ann. Regs. 103-194.

IV. FINDINGS OF FACT

1. Soda City Movers, LLC provided sufficient justification to the Commission for the request to amend its tariff.

2. ORS determined Soda City is in compliance with all applicable Commission rules and regulations, including the Annual Report and Gross Receipt filing requirements.

3. After review of the entire record, we find the proposed amendments to the tariff in Order Exhibit No. 1 requested by Soda City are reasonable.

V. CONCLUSIONS OF LAW

1. The Commission has the authority to approve amendments to a motor carrier's tariffs as set forth in Section 58-23-590 and 58-23-1010 of the South Carolina Code of Laws and Regulation 103-191 of the South Carolina Code of State Regulations.

2. The proposed amendments to the tariff in Order Exhibit No. 1 are reasonable pursuant to Regulations 103-191 and 103-192.

VI. ORDERING PROVISIONS

IT IS THEREFORE ORDERED THAT:

1. The Application of Soda City Movers, LLC to amend its tariff is approved.
2. A copy of the Amended Tariff is attached hereto as Order Exhibit No. 1.
3. This Order shall remain in full force and effect until further Order of the

Commission.

BY ORDER OF THE COMMISSION:



A handwritten signature in blue ink, appearing to read "Florence P. Belser", is written over a horizontal line.

Florence P. Belser, Vice Chair
Public Service Commission of
South Carolina

**REGULATIONS AND SCHEDULE OF CHARGES APPLICABLE TO
CERTAIN INTRASTATE HOUSEHOLD GOODS MOVES WITHIN THE
STATE OF SOUTH CAROLINA**

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Applicability of Tariff

This tariff contains the regulations and rates applicable to the provision of intrastate household goods moved by SODA CITY MOVERS, LLC. These services are furnished between points and places within the State of South Carolina.

SECTION 1**1.0 TRANSPORTATION CHARGES**

Transportation Charges include the hourly rates and travel rates as listed below. Moves will be conducted on a "straight time" basis, with a minimum hourly charge as set out below. Drive time charges will be assessed according to the table in section 1.2. The clock starts at the appropriate hourly rate when the movers arrive at the customer's pickup location and will continue to run until the completion of the move at the destination location.

1.1 Hourly Rates and Charges

Weekday rates will be charged for moves that take place Monday through Thursday. Weekend rates will be charged for moves that take place Friday through Sunday. "Holiday" rates will be charged for moves that take place on New Year's Day, Memorial Day, Independence Day, Labor Day, Christmas Eve, and New Year's Eve.

1.1.1 Weekday Rates (Monday to Thursday)

<u>Number of Movers</u>	<u>Hourly Rate</u>
One Mover and a Truck	\$80.00
Two Movers and a Truck	\$115.00
Three Movers and a Truck	\$150.00
Each Additional Mover	\$40.00

Additional trucks over one will be billed at the rates set forth above.

1.1.2 Weekend Rates (Friday to Sunday)

<u>Number of Movers</u>	<u>Hourly Rate</u>
One Mover and a Truck	\$85.00
Two Movers and a Truck	\$120.00
Three Movers and a Truck	\$155.00
Each Additional Mover	\$45.00

Additional trucks over one will be billed at the rates set forth above.

1.1.3 Holiday Rates *(For holidays listed in Section 1.1)*

<u>Number of Movers</u>	<u>Hourly Rate</u>
One Mover and a Truck	\$110.00
Two Movers and a Truck	\$150.00
Three Movers and a Truck	\$190.00
Each Additional Mover	\$40.00

Additional trucks over one will be billed at the rates set forth above

1.2 Drive Time / Flat Travel Fees

Zip Code Group	1 Truck			2 Trucks		
	1 Mover	2 Movers	3 Movers	4 Movers	5 Movers	6 Movers
Group 1: 29201,29202,29204,29205,29206,29207,29208,29209,29210,29169,29033	\$27.50	\$37.50	\$47.50	\$75.00	\$85.00	\$95.00
Group 2: 29072,29073,29063,29212,29229,29223,29016,29170,29203	\$32.50	\$42.50	\$52.50	\$85.00	\$95.00	\$105.00
Group 3: 29036,29045,29053	\$42.50	\$52.50	\$62.50	\$105.00	\$115.00	\$125.00
Group 4: 29078,29126,29075,29054,29180,29160,29122	\$52.50	\$62.50	\$82.50	\$125.00	\$145.00	\$165.00
Group 5: 29020,29127,29006	\$62.50	\$72.50	\$92.50	\$145.00	\$165.00	\$185.00
<i>Each additional mover without a truck will add \$35 to the round-trip travel fee</i>						

A “flat travel fee” will only apply to moves transported within the cities of Columbia, Irmo, Lexington, West Columbia, Cayce, Chapin, Elgin, Blythewood, Gaston, Lugoff, Pomaria, Winnsboro, Little Mountain, Gilbert, Swansea, Peak, Camden, Prosperity, and Batesburg when the pickup AND delivery addresses are located within 40 miles of our office. Moves outside of these areas will pay for estimated travel time from the office and back at the appropriate hourly rate. The flat travel fees are assessed by determining the origin zip code and destination zip code and adding the respective charges together based on the appropriate number of movers assigned to the move. The fee will be added to the cost of the move which covers the round-trip drive time from and to the office. The flat travel fee table below outlines charges based on each zip code location.

Example: A customer moving from 29212 to 29204 with a 2 man crew will pay a \$80.00 flat travel fee (\$42.50 for driving to 29212 and \$37.50 for driving back from 29204. A customer moving from 29212 to 29212 with a 2 man crew will pay a \$85.00 flat travel fee (\$42.50 each way).

1.3 Office Hours / Minimum Hourly Charges:

SODA CITY MOVERS, LLC will have the following office hours: Monday – Friday, 9:00 am – 5:00 pm, Saturday 10:00 am – 12:00 pm, and closed on Sunday.

Monday-Saturday	Two-Hour Minimum Charge + Flat Travel Fee
Sundays	Four-Hour Minimum Charge + Flat Travel Fee
Holidays (listed in Section 1.1)	Four-Hour Minimum Charge + Flat Travel Fee

After the minimum hourly charge, the hourly rates are calculated in fifteen-minute increments. Any interim charge is rounded up to the next fifteen-minute increment. If customers cancel within 72 hours of their move, SODA CITY MOVERS, LLC will charge the applicable minimum.

SECTION 2**2.0 ADDITIONAL SERVICES**

The following charges shall be assessed in addition to the hourly rates quoted in Section 1 of this tariff, in connection with a move involving additional items:

2.1 Bulky Article Charges (per item)

- Safe - \$100
- Pool Table - \$175
- Fireproof File Cabinet - \$100
- Golf Cart/Riding Lawnmower - \$100
- Spinnet/Upright Piano - \$120
- Baby Grand/Grand Piano - \$200

2.2 Elevator or Stair Carry

SODA CITY MOVERS, LLC does not charge an additional fee for elevator or stair carry, except as specified in Section 2.1 above.

2.3 Excessive Distance or Long Carry Charges

SODA CITY MOVERS, LLC does not charge an additional fee for carrying article an excessive distance to or from the motor vehicle.

2.4 Pick Up and Delivery

SODA CITY MOVERS, LLC does not charge an additional fee for making additional pick-ups or deliveries after the initial stop.

2.5 Packing and Unpacking

2.5.1 SODA CITY MOVERS, LLC does not charge an additional fee for packing and

unpacking. The packing rate is the same as the hourly rate listed in Section 1; plus the market price of packing materials, including sales tax on the materials.

2.5.2 SODA CITY MOVERS, LLC is not responsible for items packed by the customer. Boxes containing fragile or breakable items must be properly labeled. SODA CITY MOVERS, LLC reserves the right to decline any moves consisting of extremely large or fragile items.

2.6 Piano Charges

SODA CITY MOVERS, LLC charges an additional fee for moving pianos as specified in Section 2.1. SODA CITY MOVERS, LLC will not move pianos up or down more than 5 steps.

2.7 Articles, Special Servicing

The rates and charges in this tariff do not include servicing or connection of appliances such as freezers, refrigerators, computer equipment, washers, dryers, televisions, bunk beds, baby cribs, and similar articles.

2.8 Overnight Hold/Storage

SODA CITY MOVERS, LLC can hold a shipment in our truck(s) overnight at a rate of \$250 per truck, per night. The clock will restart on the agreed upon delivery date beginning at 9am. If the customer is not available to accept delivery at this time, customer will be charged waiting time as outlined in section 3.10.

SECTION 3

3.0 RULES AND REGULATIONS

3.1 Damages and Claims

All claims for loss, damage or overcharge must be written and should be attached to the Bill of Lading. Claimant must notify carrier of all claims for concealed damage within 96 hours of the move. SODA CITY MOVERS, LLC must be given a reasonable opportunity to inspect damaged items.

3.2 Right to Repair

Although our movers will be careful with your possessions, from time to time damages may occur. If damages are caused by our service, SODA CITY MOVERS, LLC reserves the right to repair the damage(s) in question. If we determine that the damages cannot be repaired, we reserve the right to either replace or compensate for the damage according to the valuation option selected by the customer on the Bill of Lading prior to starting the move. If there is damage, notify SODA CITY MOVERS, LLC immediately. We will complete a Damage Report before we leave your site. If you discover damage after the move, the customer must notify the office within 96 hours of the move. No damage claims will be honored until the charges for moving

services are paid in full. You will be asked to sign a Release of Liability acknowledging this.

3.3 Damaged Goods

In consideration of the rate charged it is mutually agreed and understood that the liability of SODA CITY MOVERS, LLC with respect to loss and/or damage of the consigned goods is limited to 60 cents per pound. SODA CITY MOVERS, LLC shall not be liable in any event for any special or consequential damages including but not limited to loss of profits, income utility or market whether or not SODA CITY MOVERS, LLC had knowledge that such damage might be incurred.

3.4 Excluded Items

SODA CITY MOVERS, LLC is NOT LIABLE under any circumstances for damage in excess of the amount provided in Section 3.3 to: (1) refrigerators (2) appliances (3) exercise equipment (4) particle board furniture (5) wood floors (6) laminate flooring (7) glass furniture items (8) contents of containers not packed by our movers, (9) the customers home, building or land of any sort (10) marble (11) bicycles (12) ceramics (13) plants (14) lamps & lamp shades (15) vacuum cleaners (16) electronics (17) glassware of any kind (18) pictures (19) mirrors. We strongly recommend transporting items 11-19 on your own

3.5 Flat Panel Televisions

Flat panel televisions (LED, LCD, Plasma, etc.) will NOT be covered for damage unless customer allows SODA CITY MOVERS, LLC to perform packing of TV(s) and verify functionality before and after transportation. Additionally, TV packing materials must be purchased by the customer from SODA CITY MOVERS, LLC.

3.6 Appliances

SODA CITY MOVERS, LLC is NOT LIABLE for damaged functionality of appliances resulting from disassembling, assembling, or transporting. Please double-check appliance connections as we are not responsible for water leaks. SODA CITY MOVERS, LLC will not disconnect or install appliances

3.7 Items of Particular Value

SODA CITY MOVERS, LLC does not assume any liability whatsoever for documents, currency, credit cards, jewelry, watches, precious stones or articles of extraordinary value including accounts, bills, deeds, evidences of debt, securities, notes, postage stamps, stamp collections, trading stamps, revenue stamps, letters or packets of letters, alcoholic beverages, firearms, coin collections, articles of peculiarly inherent or intrinsic value, precious metals or articles manufactured there from. SODA CITY MOVERS, LLC will not accept responsibility for safe delivery of such articles if they come into SODA CITY MOVERS, LLC's possession with or

without SODA CITY MOVERS, LLC's knowledge.

3.8 Right to Decline Items

SODA CITY MOVERS, LLC reserves the right to decline, at its sole discretion, to move particular items because of their condition, weight, size, or fragile nature. No slate top pool tables will be moved unless they are fully disassembled prior to arrival.

3.9 Computing Charges

SODA CITY MOVERS, LLC rates are computed by multiplying the applicable hourly rate by the time and adding the appropriate travel charge as provided in Section 1.

3.10 Delays and Waiting Time

SODA CITY MOVERS, LLC shall not be liable for any delays in transporting household goods resulting from an act of God or fault or neglect of any unforeseen entities. The customer is charged the rates specified in Section 1 for all waiting time or delays which are not the fault of SODA CITY MOVERS, LLC.

3.11 Disputes

Any legal dispute or claim against SODA CITY MOVERS, LLC must be brought in the Richland County Magistrate's Court if the amount in controversy is less than \$7,500 or in the Richland County Circuit Court if the amount is more than \$7,500. All disputes shall be governed by South Carolina law, and recovery is limited to the actual value of the household goods that are damaged or destroyed.

3.12 Governing Publications

SODA CITY MOVERS, LLC rates and charges are governed by the terms and conditions of this tariff, and the Rules and Regulations of the South Carolina Public Service Commission.

3.13 Bill of Lading, Contract Terms, and Conditions

Each customer will be provided with a copy of SODA CITY MOVERS, LLC's Bill of Lading. The terms and conditions of the Bill of Lading, attached hereto, are hereby incorporated by reference.

SECTION 4

4.0 PROMOTIONS

SODA CITY MOVERS, LLC does not offer any promotional rates or discounts.